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Contract NO. 2023-ERGS-XSTL-LW-047

ГП ГРАДИТЕЉ ДОО
Нови Сад, Руменачки пут бр.2
Број 185
Датум 15.09 2023 год.

Subcontract for Construction of Lassen Steel Sheet Pile in the section of Km157+443-Km177+857

Km157+443-Km177+857 段拉森钢板桩作业分包合同

Party A: SHANDONG LUQIAO GROUP CO. LTD

OGRANAK BEOGRAD-Novi Beograd

Party B: GRAĐEVINSKO PREDUZEĆE GRADITELJ

NS DOO NOVI SAD

This Subcontract number 2023-ERGS-XSTL-LW-047 is concluded in Subotica, on_____2023, between:

Party A/甲方: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by Mr. Wang Yong

And 和

Party B/乙方: GRAĐEVINSKO PREDUZEĆE GRADITELJ NS DOO NOVI SAD, MB: 08582165, PIB: 100398338, Rumenački put 2, 21000 Novi Sad. Represented by Ljupko Kalaba.

To complete the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, Section Novi Sad-Subotica-State Border (Kelebija) Civil and Track Engineering NS-II, Party A entrusts Party B to execute the Works for the construction of Lassen Steel Sheet Pile in the section of Km157+443-Km177+857. After negotiation, both parties reached the following agreement:
为完成塞尔维亚共和国境内匈塞铁路现代化改造诺维萨德-苏博蒂察-边境（克莱比奥）区段土建与轨道工程二标项目，甲方委托乙方执行Km157+443-Km177+857段拉森钢板桩施工作业。经协商，双方达成如下协议：

1.Definitions and Explanations
1.定义与解释

1.1 Employer: refers to Railway Infrastructure Serbia Co., Ltd., the Ministry of Construction, Transport and Infrastructure of Government of the Republic of Serbia and their successors, as well as the Joint Venture of China Railway International Co., Ltd. & China Communications Construction Company Ltd.
1.1 发包人：指塞尔维亚铁路基础设施有限公司和塞尔维亚共和国政府建设、交通和基础设施部，以及中铁国际与中交股份联营体。

1.2 The words indicating single-gender in the Contract include all genders unless otherwise specified.
1.2 除非另有说明，本合同中的“单一性别”字样，包括所有性别。

1.3 The words indicating the singular include the plural, and the words indicating the plural also include the singular.
1.3 表示单数的词语包括复数，表示复数的词语也包括单数。

1.4 Day: refers to the calendar day unless otherwise specified.
1.4 天：除另有规定外，均为日历日。

1.5 Supervisor: refers to the legal entity or other organization appointed by the Employer to supervise and manage the Party A's performance of the construction work. The Party B shall be notified about who will be the Supervisor after the Employer appointed it.
1.5 监理：指发包人指定对甲方实施施工进行监督管理的法人或其他组织，在发包人任命后，将通知乙方谁将担任监理。

2.Scope of Works and Composition of Subcontract
2.分包合同的工作范围和组成

2.1 Scope of Works : Completed the construction of Lassen Steel Sheet Pile for underpasses (Km157+443、Km174+928、Km176+274、Km177+627、Km177+857) in the section of Km157+443-Km177+857. The specific work includes but is not limited to transportation, loading and unloading of Larsen steel sheet piles, and on-site transfer; cutting and welding (if any); painting with anti-friction agent (if any); installation of Larsen steel sheet piles; removal and neat placement of Larsen steel sheet piles , cleaning equipment and site, as well as all safety, environmental protection and other related work content required by this project, excluding steel frame installation and expansion.

2.1 工作范围：完成 Km157+443-Km177+857 范围内 Km157+443、Km174+928、Km176+274、Km177+627、Km177+857 等地下通道拉森钢板桩施工作业。具体工作包括但不限于拉森钢板桩运输、装卸、现场转运；切割和焊接（若有）；涂抹减摩剂（若有）；拉森钢板桩打设；拉森钢板桩拔除、归置整齐、清洁设备和现场，以及因本工程所要求的安全、环保等相关所有工作内容，不包括钢架的安装和扩展。

2.2Composition of Subcontract

2.2 分包合同的构成

2.2.1This Subcontract and Appendixes;

2.2.1 本分包合同及附件；

2.2.2Execution Design Drawings and Technical Specifications;

2.2.2 执行设计图纸和技术规范；

2.2.3Work Instructions from Supervising Engineer (if any);

2.2.3 监理工程师的工作指导书（如有）；

2.2.4The managing documents of Party A, meeting minutes, and contact sheets of both parties.

2.2.4 甲方管理文件、会议记录、双方联系表。

3.The Subcontract Price
3.分包价格

3.1This is a subcontract with a fixed unit price. The subcontract price includes all engineering costs for the full performance of this subcontract, as well as the direct and indirect costs incurred by Party B for completing the subcontract projects.

3.1 这是一个固定单价的分包合同。分包价包括为全面履行本分包合同的所有工程费用，以及乙方为完成分包合同工程而产生的直接和间接费用。

3.1.1Party B fully confirms the adequacy and sufficiency of the Subcontract Price. The Subcontract Price is based on the data, its verification and interpretation, required information, inspection, and all relevant matters and other implied data available to Party B.

3.1.1 乙方充分确认分包价格的充分性。分包价格基于乙方可获得的数据、其验证和解释、所需信息、检查以及所有相关事项和其他隐含数据。

3.1.2When Party B signs the Contract, Party B has full knowledge of market prices of personnel, materials as well as machinery and equipment required for the Works, and the risk of price change in such factors have been covered by the Subcontract Price.
3.1.2 乙方签订合同时，乙方已充分了解工程所需人员、材料及机器设备的市场价格，且该等因素价格变动的风险已包含在分包价格中。

3.1.3Party B confirms that he has entered into this Subcontract on the basis of proper examination, verification, and interpretation of all data including data provided by Party A and any other data available relating to the Site, and surrounding area.
3.1.3 乙方确认，他已在对所有数据（包括甲方提供的数据以及与现场及周边区域相关的任何其他可用数据）进行适当检查、验证和解释的基础上签订了本分包合同。

3.1.4Party B acknowledges that any failure to acquaint itself with, verify and interpret all required data and information shall not absolve him from responsibility for properly estimating the difficulty or cost of successfully performing the Project and shall not be entitled to claim additional payment and/or extension of the Time for Completion unless there is approved additional payment and/or extension of the Time for Completion from Employer which is directly connected with the scope of work of the Party B.
3.1.4 乙方理解，任何未能熟悉、核实和解释所有所需数据和信息的行为，均不能免除其正确估计成功执行项目的难度或成本的责任，并且无权要求额外付款和/ 或延长竣工时间，除非发包人批准与乙方工作范围直接相关的额外付款和/或延长竣工时间。

3.2The Subcontract Price is 620,500.00 Euros (without VAT) (in words: Six hundred twenty thousand five hundred Euros). VAT shall be calculated according to the Serbian VAT law. The total price of this subcontract is only an estimated total price, and the specific settlement and payment amount is calculated based on the actual quantity of work completed and the fixed unit price.
3.2 分包价格为620,500.00 欧元（不含增值税）（大写：陆拾贰万零伍佰 欧元 ）；增值税应根据塞尔维亚增值税法计算。本分包总价只是预估总价，具体结算及支付金额以实际完成的工程量与固定的单价计算。

Price List 价格表

编号 NO.	细目名称 DESCRIPTION	单位 UNIT	预估数量 Estimated Quantity	不含税单价 Unit price without VAT (euro)	合价 Price (euro)	作业内容及计量方式 Works Description and Settlement Method
1	拉森钢板桩安装 (钢板桩长度≤10m) Installation of the Larssen Steel sheet piles (the length of steel sheet pile ≤10m)	m2	6,000.00	61.00	366,000.00	包括拉森钢板桩运输、装卸；现场转运；切割和焊接（若有）；涂抹减摩剂（若有）；拉森钢板桩打设，以及因本工程所要求的安全、环保等相关所有工作内容。拉森钢板桩的最大安装长度为 10 米。按实际完成量以 m2 为单位计算。 Including Larsen steel sheet pile transportation, loading and unloading; on-site transfer; cutting and welding (if any); painting with anti-friction agent (if any); Larsen steel sheet pile

						installation, as well as all safety, environmental protection and other related work required by this project content. The maximum installation length of Larsen sheet piles is 10 m. Calculated according to the actual completed quantity in m2 .
2	拉森钢板桩拔除 Pull-out of the Larssen Steel sheet piles	m2	6,000.00	42.00	252,000.00	包括钢板桩拔除、归置整齐、装载、运输、卸载、清洁设备和现场，以及因本工程所要求的安全、环保等相关所有工作内容。 Including steel sheet pile removal, neat placement, loading, transportation, unloading, cleaning equipment and sites, as well as all work related to safety and environmental protection required by this project. Calculated according to the actual completed quantity in m2 .
3	拉森板桩的租赁 Rent of the Larssen Steel sheet piles	m2/week	50000.00	0.05	2,500.00	安装三个月内，拉森板桩的租金是免费的。 在此期间之后，按每周计算已安装拉森钢板桩的租金，价格为每周 0.05 欧元/m2。 Three months after installation the rent of the Larssen sheet piles is for free. After that period the given price is calculated per week for m2 of installed Larssen sheet piles. The price is 0,05€/m2 of Larssen sheet piles per week.
合计/Total(euro)					**620,500.00**	

3.2.1The Subcontract Price includes all the taxes and fees except VAT. Party A has no obligation of paying any taxes and fees to Party B, no matter if there is any tax-changing that occurs during the period of Subcontract performance, even though the taxes are related to the Works.
3.2.1 分包价格包括除增值税外所有税费。 甲方没有义务向乙方支付任何税费，无论在分包合同履行期间是否发生任何税费变化，即使这些税费与工程有关。

3.2.2 The quantity in the price list is only an estimated quantity, and the specific settlement and payment amount are calculated based on the actual amount of work completed and the fixed unit price.
3.2.2 价格表中的数量只是预估数量，具体结算及支付金额以实际完成的工程量与固定的单价计算。

3.2.3 Because the longest steel sheet piles of Party B are 10m, and the quantity can only meet the support work requirements of the foundation pit with a length of 100m; In addition, Party B will not implement potential support work (horizontal support or diagonal support);

For the avoidance of doubt, both parties agree that in the implementation of foundation pit support for any underground passage, Larsen steel sheet piles with a length of more than 10m must be used due to engineering needs, or potential supports (horizontal support or diagonal support) must be added. ,
Party B will not implement the foundation pit support work, and Party A has the right to find other subcontractors for construction; Party A agrees not to demand a fine from Party B for this, and Party B shall not claim against Party A for this.
3.2.3 因乙方现有钢板桩最长为 10m，且数量只能够满足 100m 长度的基坑的支护工作需求；除此之外乙方不会实施潜在支护工作（横向支撑或斜支撑）；
为免疑义，合同双方同意，若在任一地下通道的基坑支护工作实施中，若因工程需要必须采用超过 10m 长的拉森钢板桩，或必须增加潜在支护（横向支撑或斜支撑），乙方将不会实施该基坑支护的工作，甲方有权寻找其他分包商进行施工；甲方同意不得因此向乙方要求罚款，且乙方不得因此向甲方索赔。

3.3 The Lassen steel piles provided by Party B shall be installed and pulled out by Party B. If there are special circumstances and Party A needs to hire third-party machinery to complete the construction, it must negotiate and reach an agreement with Party B in advance.
3.3 乙方的提供的钢板桩应由乙方进行安装、拔除。如有特殊情况，甲方需要雇佣第三方的机械完成施工的，需和乙方提前协商并达成一致。

4.Method of Quantity Measurement and Payment
4.计量及支付方式

4.1 Measurement: The measurement period is once a month (when the measurement conditions are met); Party B shall provide necessary documents such as the measurement book and construction log as required by Party A, the completed work quantity certification documents submitted by Party B must be signed and confirmed by the engineers of both parties before they can be approved. Party A shall approve the measurement book provided by Party B within 7 days.
4.1 计量：计量周期为每月一次（当满足计量条件时）；乙方按甲方要求提供计量书、施工日志等必要文件，乙方提交的完工数量证明文件必须经双方工程师签字确认，才能被予以认可。甲方应在 7 日内批复乙方提供的计量书。

4.2 Interim payment: After the measurement book is approved, Party A shall approve the interim payment certificate submitted by Party B for the corresponding period. According to the actual site situation, if Party A performs part of the work on behalf of Party B, or due to the breach of contract by Party B, the corresponding amount/liquidated damages shall be deducted from the payment; Conversely, if Party B provides additional services to Party A or is in breach of contract by Party A, the corresponding amount/liquidated damages shall also be paid to Party B. Within 15 days after the issuance of the interim payment certificate, Party A shall pay Party B the interim payment of the corresponding period in time.
4.2 中期付款：计量书批准后，甲方应对相应期次乙方提交的中期付款证书进行审批。根据现场实际情况，若甲方代替乙方实施了本工作的一部分，或因乙方违约，相应金额/违约金应在付款中被扣除；相反地，若乙方向甲方提供了额外的服务或因甲方违约，对应金额/违约金也应向乙方支付。在中期付款证书签发后 15 天内，甲方应及时向乙方支付相应期次的中期付款。

4.3 Party B shall provide Party A with an official invoice according to Party A’ s requirement. Payment shall be made in dinar (RSD) at the middle exchange rate of the National Bank of Serbia on the date of the invoice issued.

4.3 乙方应按甲方要求向甲方提供正式发票。甲方应按照发票开具之日塞尔维亚国家银行的中间汇率以第纳尔 (rsd)支付。

4.4Party B shall submit appropriate documents required by the financial department of Party A. Party A shall be exempted from any responsibility if the payment is delayed caused by Party B.
Party B's bank account: 265-2010310006200-82 RAIFFEISEN BANKA
4.4 乙方应提交甲方财务部门要求的相应文件。如因乙方原因造成延迟付款，甲方不承担任何责任。
乙方的银行账户：265-2010310006200-82 RAIFFEISEN BANKA

4.5 Final payment: After the project is all completed, Party B starts to apply for the final payment certificate. and the final payment certificate will be Payment will be made within 15 working days from the date of issue.
4.5 终期付款：工程全部完工后，乙方开始申请终期付款证明。 终期支付证书将在签发之日将在 15 个工作日内支付。

4.6 Performance Guarantee/ 履约保证
Before this Subcontract is signed, Party B shall issue an acceptable Promissory Note (the guarantee amount of the Promissory Note is 5% of the Subcontract Price, 31,025.00 euros)
本合同签订前，乙方应开具的可接受的期票(期票担保金额与为分包合同价格的 5%，即 31,025.00 欧元)。

The Promissory Note provided by Party B shall be registered at the National Bank of Serbia through a commercial bank, accompanied by the verified bill of exchange authorization and list of deposited authorized signatures issued by the commercial bank. with "unconditionally and irrevocably" clause.
乙方提供的期票应通过商业银行在塞尔维亚国家银行登记，并附有商业银行签发的经核实的汇票授权和存款授权签名清单。 带有"无条件且不可撤销"的条款。

Party A shall return the promissory note to Party B within 7 days after Party B has fulfilled its obligations under this subcontract.
甲方应在乙方履行完本分包合同规定的义务后 7 天内将期票退还给乙方。

5.Works Schedule
5. 工期

5.1 The construction period to complete this project is 90 calendar days. Party B is obliged to mobilize machinery and equipment into the site to start construction within the time specified by Party A after signing the contract.
5.1 完成本工程的施工期限为 90 个日历天。乙方有义务在签订合同后在甲方规定的时间内调动机器及设备进入现场开始施工。

5.2Extension of the Time for Completion: The Time for Completion could be extended if any delay is caused by force majeure or the delay was caused by Party A. Extension could be permitted if any extension instruction is issued by the Supervising Engineer and/or Party A which is directly connected with the scope of work of Party B. Party A must issue an extension order if the delay was caused by Party A. If the delay is caused by Party B, the completion will not be extended.
5.2 竣工时间的延长：如因不可抗力或甲方造成的延误，竣工时间可予以延长。如监理工程师和/或甲方发出任何延期指令，可允许乙方的工作范围直接相关期限延长。如果延误是由甲方造成的，甲方必须发出延期令。如果延误是由乙方造成的，则不予延期。

5.3In any case, Party B shall inform Party A of his intention for extension in written forms 7 days in advance, and submit the extension application with reasons and supporting documents.
5.3 在任何情况下，乙方应提前 7 天书面通知甲方其延期意向，并提交延期申请，并附上理由和证明文件。

5.4Party B signs this Subcontract based on a full understanding of Party A's dynamic plan. Party B shall carry out the works strictly following Party A's dynamic plan. If the work progress is behind the dynamic plan, Party A will send notice to Party B to take acceleration measures, if Party B's work progress fails to meet the requirements after being warned twice, Party A has the right to take back all or part of the works for self-execution or hand over to other Parties for execution, and the relevant costs and losses shall be borne by Party B.
5.4 乙方在充分了解甲方动态计划的基础上签订本分包合同。乙方应严格按照甲方的动态计划进行工作。如果工作进度落后于动态计划，甲方将通知乙方采取加速措施，如果乙方经两次警告后工作进度不符合要求，甲方有权收回全部或部分自行执行或移交其他方执行的工程，相关费用和损失由乙方承担。

5.5For any delay caused by Party B, Party B shall pay the delay damage in the amount of 0.1% of the Subcontract Price per day, and the maximum amount of delay damage shall be 5% of the final Subcontract Price.
5.5 乙方造成的任何延误，乙方应支付每天分包价的 0.1%的延误损失，延误损失的最高金额为最终分包价的 5%。

6.The right and obligation of each party
6.各方的权利和义务

6.1The right and obligation of Party A
6.1 甲方的权利和义务

6.1.1Party A shall have the right to decide, at the request of the Employer, all issues relating to the quality, acceptance, performance, and progress of the Project, and shall decide all matters relating to the interpretation of this Subcontract and the performance of its terms and conditions. For the avoidance of doubt, the decisions made by Party A pursuant to the Employer's requirements shall be final, conclusive, and binding upon Party B.
6.1.1 甲方有权根据发包人的要求决定与工程质量、验收、施工和进度有关的一切问题，并决定与本分包合同条款和条件的解释和履行有关的一切事宜。为免生疑问，甲方根据发包人的要求作出的决定是最终的、决定性的，对乙方具有约束力。

6.1.2Party A shall supervise Party B's full performance of the Subcontract, control, supervise and inspect the quality, progress, and HSE work of the project, conduct acceptance and evaluation of the project completed by Party B on a regular basis, measure the qualified project completed by Party B and make payment to Party B according to Article 4 of this Subcontract.
6.1.2 甲方应监督乙方全面履行分包合同，控制、监督和检查项目的质量、进度、HSE 工作，定期对乙方完成的项目进行验收和评估，结算乙方完成的合格工作并按本分包合同第 4 条向乙方付款。

6.1.3Party A shall assign execution managers and engineers to supervise the execution of Party B according to this Subcontract. Party A has the right to check Party B's execution log and other required technical documents.

6.1.3 甲方应根据本分包合同指派执行经理和工程师对乙方的执行进行监督。甲方有权查阅乙方的施工日志和其他所需的技术文件。
6.1.4Party A shall provide adequate access road for machinery and equipment.
6.1.4 甲方应为机器设备提供足够的通道。

6.2The right and obligation of Party B
6.2 乙方的权利和义务
6.2.1Party B shall organize enough execution staff and equipment to enter the site according to the date notified by Party A. Party B shall prepare all the daily necessities and make sure the progress will not be influenced. Production, living materials, other temporary facilities, power, water, etc. shall be borne by Party B at its own expense. Party B shall meet the requirements of Party A's dynamic plan and its adjustment to the execution progress by increasing execution equipment and execution teams.
6.2.1 乙方应按甲方通知的日期组织足够的执行人员和设备进入现场。乙方应准备好一切日常用品，并确保不影响进度。生产、生活物资、其他临时设施、电力、水等由乙方自费承担。乙方应通过增加执行设备和执行队伍，满足甲方动态计划及其对执行进度调整的要求。

6.2.2Party B shall organize execution work in strict accordance with the execution data and technical specifications provided by Party A, following instructions and inspection of Party A and supervising engineer, and be responsible for the quality of the Project. Party B shall deal with the issues in accordance with the requirements of the Employer, the supervising engineer, and Party A if rework needed to be done or any losses occurred due to Party B's reason. All related losses shall be borne by Party B.
6.2.2 乙方应严格按照甲方提供的施工资料和技术规范，按照甲方和监理工程师的指示和检查，组织施工工作，并对工程质量负责。因乙方原因需要返工或造成损失的，乙方应按照发包人、监理工程师和甲方的要求处理。所有相关损失由乙方承担。

6.2.3Party B shall organize and arrange machinery, equipment, and workers timely and reasonably to meet execution requirements. All administrative staff and technicians shall hold certificates. The workers for special works shall obtain special operation certificates issued by the competent department of the Republic of Serbia. The main technicians shall have rich experience in execution. Before entering the site, Party B shall provide all certificates to Party A for making photocopies as the record. If the certificates fail to meet Party A's requirements, Party A has the right to request Party B to replace the unqualified personnel. During the execution period, party B's representative shall while executing the subcontract, ensure the maximum safety of the site and the employees of all parties. Personnel could enter the site only when equipped with personal protective devices and equipment.
6.2.3 乙方应及时、合理地组织、安排机器、设备和工人，以满足施工要求。所有管理人员和技术人员均应持证上岗。特种作业工人应取得塞尔维亚共和国主管部门颁发的特种作业证书。主要技术人员应具有丰富的执行经验。进入现场前，乙方应将所有证件提供给甲方，供甲方复印备案。证书不符合甲方要求的，甲方有权要求乙方更换不合格人员。在执行期间，乙方代表应在执行分包合同的同时，最大限度地确保现场和各方员工的安全。只有配备个人防护装置和设备的人员才能进入现场。

6.2.4Party B will cooperate with Party A to jointly manage the health and safety at work of the employees at the site in question. Each of the parties is individually responsible for their employees in the field of health and safety at work on the execution site, in accordance with the regulations of the Republic of Serbia. Party B shall carry out on-site management according to the related regulations of Serbia, comply with all the laws and regulations related to environmental protection and be responsible for handling and bearing full costs of environmental pollution caused to roads and rivers.

6.2.4 乙方将与甲方合作，共同管理相关现场员工的工作健康和安全。根据塞尔维亚共和国的规定，每一方对其员工在执行现场工作的健康和安全领域分别负责。乙方应按照塞尔维亚有关规定进行现场管理，遵守所有与环境保护有关的法律法规，并负责处理和承担对道路和河流造成的环境污染的全部费用。

6.2.5Party B shall assist Party A in measurement, quality, safety, execution progress, environment protection, site management, inspections, and data collection. Besides, Party B shall timely fill in the execution reports, safety execution reports, Measurement Books, and construction diary. Party B shall be responsible for filling and submission of original documents, and shall timely submit the execution schedule and the documents required by Party A.
6.2.5 乙方应协助甲方进行计量、质量、安全、执行进度、环境保护、现场管理、检查、数据收集等工作。此外，乙方应及时填写施工报告、安全施工报告、计量书及施工日志。乙方负责原件的填写和提交，并及时提交施工进度和甲方要求的文件。

6.2.6Party B shall submit to Party A a list of names and a photocopy of the ID of Party B' s personnel on-site (if necessary). Party B shall equip his staff with all required social insurance and bear the related insurance cost.
6.2.6 乙方应向甲方提交乙方现场人员名单及身份证复印件（若有必要）。乙方应为其员工配备所有必要的社会保险并承担相关的保险费用。

6.2.7Any dispute between Party B and the Third-Party during execution shall be settled by Party B and Party B shall be solely liable for it. Party B shall pay all the relevant taxes in accordance with local laws and regulations.
6.2.7 乙方与第三方在执行过程中发生的任何争议，由乙方解决，乙方承担全部责任。乙方应根据当地法律法规缴纳所有相关税费。

6.2.8Party B shall guarantee the project quality. In case of any defects or quality accidents, if supervising engineer issues instructions to rectify or remove the defects or quality accidents, Party B shall follow accordingly at its own expense, unless such defects or quality accidents are caused by Party A.
6.2.8 乙方应保证工程质量。发生任何缺陷或质量事故时，如果监理工程师下达整改或消除缺陷或质量事故的指令，乙方应自费遵照执行，除非该缺陷或质量事故是由甲方造成的。

6.2.9In case of any damage to the surrounding property or area during the execution of subcontracted works, Party B shall bear the maintenance costs and shall not affect the time for completion. While evacuation, Party B shall remove all the equipment, surplus material, waste, and all kinds of temporary facilities to make the site clean and meet the requirement of Party A.
6.2.9 分包工程施工过程中如对周边财产或区域造成损害，乙方应承担维修费用，不影响竣工时间。撤场时，乙方应撤离所有设备、多余材料、废物和各种临时设施，使场地清洁，符合甲方要求。

7.Variation, claim, and Insurance
7.变更、索赔和保险

7.1Variation and Additional Works/变更和附加工作

7.1.1The project variation and adjustment shall be carried out in accordance with the Contract between Party A and his Employer, Party B shall be responsible to assist Party A to submit relevant documents as required by the Employer and the submitted documents shall be confirmed by the representative of Party B in writing. The approval and reply of the Employer, which is made shall be binding to both parties.

7.1.1 工程变更和调整应按照甲方与发包人签订的合同进行，乙方负责协助甲方按发包人要求提交相关文件，并且提交的文件应由乙方代表书面确认。发包人作出的批准和答复对双方均具有约束力。

7.1.2All variations and adjustments shall not be exempted from Party B's full responsibility for the project as stipulated in the Subcontract before receiving the final approval of Party A. Only after obtaining the final approval from the Employer, both parties can make the corresponding adjustment as per the procedures specified by the Employer.
7.1.2 在得到甲方最终批准之前，所有变更和调整均不得免除乙方对分包合同规定的工程的全部责任。只有在得到发包人的最终批准后，双方才能根据发包人规定的程序进行相应的调整。

7.1.3Party B shall provide all the invoices and documents of the variation or additional works approved by Party A. Moreover, all the original receipts and evidence of cost, transportation, and management of materials used for such works shall be supplied for Party A's review. Party B shall submit the above documents prior to the monthly reporting period after the variation or additional works have been completed.
7.1.3 乙方应提供经甲方批准的变更或补充工程的所有发票和文件。此外，还应提供该工程所用材料的成本、运输和管理的所有原始收据和证据，以供甲方审查。乙方应在变更或附加工程完成后的月度报告期之前提交上述文件。

7.1.4During the review and negotiation of the variations, Party B shall not suspend the performance of its obligations under this Subcontract and shall perform all instructed variations defined in the Annex to the Subcontract.
7.1.4 在变更审查和谈判期间，乙方不得暂停履行其在本分包合同项下的义务，并应履行分包合同附件中规定的所有指示变更。

7.2Claims
7.2 索赔
7.2.1Before signing this Contract, Party B undertakes that he has forecasted and willfully taken all risks and responsibilities for the completion of the project, and Party A will not accept any claim made by Party B for a time extension and cost compensation not caused by Party A or the Employer.
7.2.1 乙方在签订本合同前承诺已预见并自愿承担工程竣工的一切风险和责任，甲方不接受乙方提出的任何非甲方或发包人造成的延期和费用补偿的索赔。

7.2.2During the execution process, Party B's equipment and personnel slow down or be idling, or the work discontinues, due to bad weather, Party B shall not make relevant claims to Party A.
7.2.2 在执行过程中，乙方的设备和人员因天气原因出现减速、空转、停工等情况，乙方不得向甲方提出相关索赔。

7.3Project Insurance
7.3 项目保险
7.3.1Party B shall take out all the insurance needed at its own expense, and does not need to share the compensation payment with Party A, for those insurance paid by Party B itself. Party B is obliged to provide Party A with the relevant evidence required by Party A's insurance company without charge. And the indemnity of Party A's insurance company will not be subdivided with Party B.
7.3.1 由乙方自行支付的保险，乙方应自费购买所需的全部保险，无需与甲方分担赔偿金。乙方有义务免费向甲方提供甲方保险公司要求的相关证据。且甲方保险公司的赔款不与乙方分摊。

8.Transportation and Management
8.运输与管理

8.1Transportation and Management
8.1 运输与管理

8.1.1Losses and accidents caused by quality problems of materials and equipment purchased or leased by Party B, Party B shall bear full responsibility even though the materials have been checked or approved by Party A.

8.1.1 如因乙方所采购或租赁的材料和设备的质量问题造成损失和事故，即使材料已经过检查或甲方的认可，乙方仍应承担全部责任。

8.1.2Party B shall make sure all the materials and equipment are properly stored. If any loss or damage happened, the loss shall be borne by Party B. Party B is obliged to transport and store the dismantled materials at the designated location. Party B bears all the costs required for dismantling and transportation. Including the use of existing local roads, toll fees, the cost for temporary storage, and related administrative costs required by the local government, etc. All costs to complete the project are included in the Subcontract Price.

8.1.2 乙方应确保所有材料和设备妥善存放。如有任何遗失或损坏，损失由乙方承担。乙方有义务将拆解的材料运输并存放在指定地点。乙方承担拆解和运输所需的一切费用。包括当地现有道路的使用、通行费、临时仓储费以及当地政府要求的相关管理费用等。完成项目的所有费用均包含在分包价中。

8.2Usage and Management of Machine & Equipment
8.2 机器设备的使用与管理

8.2.1The machine and equipment used for execution shall be provided by Party B. Party B shall strengthen the management and maintenance of the machine and equipment provided by Party B, and ensure the serviceability rate and working efficiency. Party B shall be fully responsible for the loss caused by the mechanical failure of Party B. The execution power and fuel shall be borne by Party B. execution water and electricity shall be provided by Party B at its own expense.

8.2.1 执行所用机器设备由乙方提供。乙方应加强对乙方提供的机器设备的管理和维护，确保使用率和工作效率。因乙方机械故障造成的损失由乙方承担全部责任。执行动力和燃料由乙方承担。执行水电由乙方自费提供。

9.Other
9.其他

9.1 Force Majeure / 不可抗力

9.1.1Force Majeure event means any event beyond the reasonable control of the affected party, which is unforeseeable or unavoidable, or insurmountable even if foreseeable, and occurs after the signature of this Subcontract, making the performance of this Subcontract in whole or in part objectively impossible or impractical. Such events include but are not limited to floods, typhoons, earthquakes, tsunamis, and other natural disasters, strikes, riots, wars (whether declared or not); Both parties to the contract agree that the impact of Covid-19 is not a force majeure event.

9.1.1 不可抗力事件是指在本分包合同签订后发生的任何超出受影响方合理控制的、不可预见或不可避免、或即使可预见也无法克服的事件，使本分包合同的全部或部分履行在客观上不可能或不切实际的。此类事件包括但不限于洪水、台风、地震、海啸等自然灾害、罢工、骚乱、战争（无论是否宣战）；合同双方一致同意新冠疫情的影响不属于不可抗力事情。

9.1.2 If any party does not fulfill its contractual obligations because of the force majeure, the affected party shall not bear the responsibility for breaching the Subcontract, the party who is influenced by the force majeure shall inform the other party about the force majeure immediately including the complete reasonable details and inform the other party if the force majeure leads to suspension of the execution.
9.1.2 任何一方因不可抗力不履行合同义务的，受影响方不承担违反分包合同的责任，受不可抗力影响的一方应立即将不可抗力包括完整的合理细节告知对方，并在不可抗力导致中止执行的情况下通知对方。

9.1.3 If force majeure affects all or part of the work, both parties shall negotiate to take countermeasures, including whether to postpone or terminate part or all of the work. When the force majeure event occurs, each party shall try its best to minimize the impact of the force majeure event on the Project. If the impact of the Force Majeure event has been stopped, one party shall notify the other party.
9.1.3 如果不可抗力影响全部或部分工作，双方应协商采取应对措施，包括是否推迟或终止部分或全部工作。当不可抗力事件发生时，各方应尽最大努力将不可抗力事件对项目的影响降至最低。如果不可抗力事件的影响已经停止，一方应通知另一方。

9.1.4 Both parties to the contract agree that they will each bear any loss caused to themselves due to force majeure events, and will not claim compensation from the other party.
9.1.4 合同双方同意，各自承担因不可抗力事件给自己带来的任何损失，且将不向对方要求赔偿。

9.2Responsibility for Breaching the Subcontract / 违反分包合同的责任
9.2.1 If Party B cannot perform this subcontract according to the dynamic plan required by Party A or other requirements due to reasons of Party B, Party A has the right to choose other subcontractors and terminate the subcontract.
9.2.1 如因乙方原因不能按照甲方要求的动态计划或其他要求履行本分包合同，甲方有权选择其他分包商，并解除分包合同。

9.3The Suspension and Termination of Subcontract / 分包合同的中止和终止
9.3.1In accordance with the Contract between Party A and his Employer, the Employer may terminate the whole or part of the project at any time at his discretion, regardless of whether Party B breaches the Subcontract. Party A will forward the notice of termination to Party B and Party B shall cooperate with Party A to claim against the Employer for such termination. If any loss is caused to Party A due to Party B's failure to cooperate, Party B shall bear the responsibility and losses. If the claim is successful and the compensation from the Employer could be received, Party A would pay Party B according to the relevant claim clauses of this Subcontract.
9.3.1 根据甲方与其发包人之间的合同，无论乙方是否违反分包合同，发包人可以随时自行决定终止全部或部分工程。甲方将终止通知转发给乙方，乙方应配合甲方向发包人提出终止索赔。如因乙方不配合给甲方造成损失，乙方应承担责任和损失。如果索赔成功并且能够收到发包人的赔偿，甲方将根据本分包合同的相关索赔条款向乙方支付费用。

9.3.2 According to the requirements of the Employer, if Party A entrusts a subcontractor to implement construction, it shall submit an application to the Employer to nominate a subcontractor.
If the construction cannot be carried out because the Employer refuses to nominate Party B, the subcontract shall be automatically terminated. Party B cannot claim against Party A for this reason.
9.3.2 根据发包人要求，甲方委托分包商实施施工需向发包人提出提名分包商的申请，若因发包人拒绝对乙方的提名导致无法施工，则该分包合同自动终止。乙方不能因此向甲方提出索赔。

9.4 Settlements of Disputes

9.4 争端解决

9.4.1Party A and Party B agree that any dispute shall be settled through negotiation. If no agreement can be reached through negotiation, the dispute shall be settled through the commercial court of Belgrade.

9.4.1 甲乙双方同意协商解决任何争议。协商不成的，由贝尔格莱德商事法庭解决。

9.5 Abidance by Law

9.5 遵纪守法

9.5.1 If there is any inconsistency, contradiction, or conflict between this subcontract / the actions of either party to the subcontract and applicable law in Serbia, both parties to the contract shall remind each other in good faith, and both parties shall negotiate amicably to amend this subcontract.

9.5.1 如果本分包合同/分包合同任何一方的行为与塞尔维亚适用的法律有任何不一致、矛盾或冲突，合同双方应善意相互提醒，双方应友好协商修改本分包合同。

9.5.2Party B shall indemnify Party A and its personnel against all claims, damages, losses, and expenses (including legal fees and expenses) of any kind and nature arising out of party B or its personnel's breach of applicable laws, negligence, willful acts.

9.5.2 乙方应赔偿甲方及其人员因乙方或其人员违反适用法律、疏忽、故意行为而引起的任何种类和性质的所有索赔、损害、损失和费用（包括法律费用和开支）。

10.The Application of Subcontract

10.分包合同生效

10.1Effective and invalidity conditions of the Subcontract: The Subcontract shall come into force upon the signature and seal of both parties. The contractual obligations are fully fulfilled and all payments have been made, the Subcontract ceases to be active.

10.1 分包合同的生效和无效条件：分包合同自双方签字盖章之日起生效。合同义务已完全履行并已支付所有款项，分包合同不再有效。

10.2Neither Contracting Party may assign or transfer to a third party this Agreement or the rights and obligations arising therefrom, without the prior consent of the other Contracting Party given in writing.

10.2 未经合同任意一方事先书面同意，合同任意一方不得将本协议或由此产生的权利和义务转让或转让给第三方。

10.3This Subcontract and its appendixes shall be regarded as the full agreement between two parties, and it will replace any previous verbal agreement or understanding, and communication that is made before this subcontract is issued.

10.3 本分包合同及其附件应视为双方之间的完整协议，将取代之前的任何口头协议或谅解，以及本分包合同签发前的沟通。

10.4The illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of other provisions.

10.4 本协议任何条款的非法性、无效性或不可执行性不影响其他条款的有效性和可执行性。

10.5Amendments to this Agreement or its appendixes shall be effective only by written agreement and signed by legal persons or authorized representatives of both parties.
10.5 本协议或其附件的修改须经双方的法人或授权代表签署书面协议方可生效。

10.6 For issues not covered by this Subcontract, the Serbian Laws will apply related to the contract subject. In the case laws don't regulate certain subjects, both parties shall negotiate and sign a supplementary agreement. The supplementary agreement shall serve as a supplementary document to this Subcontract and have the same legal effect as this Subcontract.
10.6 对于本分包合同未涵盖的问题，将适用与该主题相关的塞尔维亚法律。法律对某些事项没有规定的，双方协商签订补充协议。补充协议作为本分包合同的补充文件，与本分包合同具有同等法律效力。

10.7 The subcontract is made in Chinese and English. In case of any discrepancies, the English version shall prevail.
10.7 该分包合同是用中文和英文书就。如有任何差异，以英文版本为准。

10.8 This Subcontract is made in quadruplicate, with each party holding two copies.
10.8 本分包合同一式四份，双方各持两份。

Appendix 1: Agreement on Health, Safety and Environmental Protection
附件 1：健康、安全、环境保护协议

Party A：SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd	Party B：GRAĐEVINSKO PREDUZEĆE GRADITELJ NS DOO NOVI SAD
Signature:	Signature:
Name: Wang Yong	Name: Ljupko Kalaba
Date：	Date：

Appendix 1　附件 1

Agreement on Health, Safety and Environmental Protection
健康、安全、环境保护协议

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Party B: GRAĐEVINSKO PREDUZEĆE GRADITELJ NS DOO NOVI SAD

In order to create a safe and efficient construction environment and to do a good job in all relevant safety management work required to complete this work, both parties hereby sign this health, safety and environmental protection agreement.

为营造安全高效的施工环境，做好为完成本工作的所需的相关所有安全管理工作，甲乙双方特此签订本健康、安全、环境保护协议。

Party B shall be responsible for maintaining all Party B's machinery, vehicles, equipment, facilities, materials supply, and operation on-site, as well as keeping other resources that are used by (or related to) Party B clean and safe. Party B shall inspect the site to determine defects, potential sources of injury or hazardous conditions, and operations occurring in the course of execution. Party B shall inform its employees and Party A's representatives of the defects or risks and take corrective measures.

1.乙方应负责维护乙方的所有机器、车辆、设备、设施、材料供应和现场操作，以及保持乙方使用（或与之相关）的其他资源的清洁和安全。乙方应检查现场以确定缺陷、潜在的伤害源或危险情况以及执行过程中发生的操作。乙方应将缺陷或风险告知其员工和甲方代表，并采取纠正措施。

2.Party B shall comply with all laws (international, national, local, or other laws) applicable at the site and HSE regulations of Party A and the Employer, including fire prevention, health, environmental protection, and security regulations. Party B shall be familiar with and comply with the Employer's and Party A's health, safety, environmental protection, and security policies and instructions. Party B shall ensure that all services, materials, and goods of Party B used during the execution of the project comply with laws, regulations, and requirements issued by the local government or other local administrative authorities.

2.乙方应遵守现场适用的所有法律（国际、国家、地方或其他法律）以及甲方和发包人的 HSE 法规，包括防火、健康、环保和安全法规。乙方应熟悉并遵守发包人和甲方的健康、安全、环境保护和安保政策和指示。乙方应确保乙方在项目执行过程中使用的所有服务、材料和货物符合当地政府或其他地方行政当局颁布的法律、法规和要求。

3.Party B shall prepare and submit written health, safety, and environment plan and emergency response plan for party A's approval prior to commencement of the project. The plan should correspond to the risk level of the project. Party B shall also provide party B's safety organization and its responsibility description.

3.乙方应在项目开工前编制并提交书面的健康、安全、环境计划和应急预案供甲方批准。该计划应与项目的风险级别相对应。乙方还应提供乙方的安全机构及其职责说明。

4.Party B shall, at its own expense, ensure that all of its employees receive the necessary safety training, work training, and special operations training required by law and the Employer's regulations. If requested by Party A or the Employer, Party B shall provide the certificate and qualification of such training.
4.乙方应自费确保其所有员工接受法律和发包人规定所要求的必要的安全培训、工作培训和特种作业培训。如甲方或发包人要求，乙方应提供该培训的证书和资格。

5.Party B shall, at its own expense, ensure that party B's machine operators and drivers have the relevant operating licenses required by the local government. Party B shall take full responsibility if any accident happens during their undertaking or their operation.
5.乙方应自费确保乙方的机器操作人员和司机具有当地政府要求的相关操作执照。乙方在承办或经营过程中发生任何事故，乙方应承担全部责任。

6.Party B shall be responsible for maintaining and improving the safety awareness of its employees, including arranging regular safety meetings and emergency drills.
6.乙方应负责维护和提高员工的安全意识，包括定期召开安全会议和应急演练。

7.Notwithstanding the presence of party A's representatives or party A's personnel, party B shall be responsible for any accident or incident occurring during the execution, unless Party A is directly responsible for it. As required by Party A, Party B shall report all incidents, accidents, and near-misses to Party A, including investigation and follow-up corrective measures to prevent the occurrence of similar accidents. Notwithstanding the above provisions, Party B shall immediately report to Party A any accident or safety incident involving equipment or personnel or the environment, regardless of whether the accident or accident results in personal injury or property damage, or environmental pollution. If Party A considers the accident or the nature of the incident to be serious, Party B shall conduct a thorough investigation without requiring Party A to bear any costs and submit a detailed accident investigation report to Party A in the form required by Party A within fourteen (14) days after the occurrence of the accident.
7.尽管甲方代表或甲方人员在场，但乙方应对执行过程中发生的任何意外或事件负责，除非甲方对此负有直接责任。根据甲方的要求，乙方应向甲方报告所有事件、事故和未遂事故，包括调查和后续纠正措施，以防止类似事故的发生。尽管有上述规定，乙方应立即向甲方报告任何涉及设备或人员或环境的事故或安全事件，无论该事故或事故是否导致人身伤害或财产损失或环境污染。如甲方认为事故或事件性质严重，乙方应在不要求甲方承担任何费用的情况下进行彻底调查，并在十四日内按甲方要求的格式向甲方提交详细的事故调查报告。（十四）事故发生日后。

6.Party B shall appoint a competent safety specialist, in charge of offering advice to the representative of Party B on all safety matters related to the execution of the project. Party A has the right to refuse to accept

the appointment of the safety specialist if party A considers the person incompetent or unqualified. Prior to the commencement of the project, Party B shall notify Party A of the appointment of a safety specialist. The appointee should have appropriate qualifications and experience in similar projects.
6.乙方应指定一名称职的安全专家，负责就与项目执行有关的所有安全事项向乙方代表提供建议。甲方认为安全专员不称职或不合格的，甲方有权拒绝接受该安全专员的任命。工程开工前，乙方应通知甲方指定安全专家。受聘人应具备类似项目的适当资格和经验。

7.Party B shall, at its own cost, provide sufficient first-aid equipment, fire extinguishers, and other safety equipment required by Party A for the execution of the project. According to this Subcontract, Party B shall maintain the equipment in a professional manner. Party B shall periodically verify the equipment in accordance with laws, regulations, or industry standards. Party B shall keep up-to-date records of all equipment.
7.乙方应自费提供足够的急救设备、灭火器等甲方要求的实施本工程的安全设备。根据本分包合同，乙方应以专业的方式维护设备。乙方应根据法律、法规或行业标准定期对设备进行验证。乙方应保持所有设备的最新记录。

8.Party B shall, at its own cost, provide adequate personal protective equipment for its employees to meet the safety requirements of the project execution.
8.乙方应自费为其员工提供足够的个人防护用品，以满足项目执行的安全要求。

11.Party B shall allow Party A's representatives or its designated third-party employees, including government representatives, to supervise the execution of the project, enter the site, obtain personnel records, etc., so that the Employer can inspect or audit the activities related to the safety and environment of the project.
11.乙方应允许甲方代表或其指定的第三方雇员，包括政府代表，监督项目的执行、进入现场、获取人事记录等，以便发包人对与项目相关的活动进行检查或审计。项目的安全和环境。

12.Party B shall ensure that all personnel involved in execution are in good health. If any employee has a medical disability, including the disability that Party B considers will not negatively affect the employee's participation in the project, Party B shall report to Party A before the commencement of the project. If requested by Party A, Party B shall provide medical certificates of its employees.
12.乙方应确保所有参与执行的人员身体健康。如果员工有医疗残疾，包括乙方认为不会对员工参与项目产生负面影响的残疾，乙方应在项目开工前向甲方报告。如甲方要求，乙方应提供其雇员的健康证明。

13.Party B shall, at its own expense, be responsible for the medical welfare of its employees, including the provision of qualified medical personnel and medical equipment on the site. Party B shall be responsible for ensuring that its employees take regular physical examinations and, if necessary, make arrangements for

medical evacuation, care, treatment, or hospitalization, including purchasing insurance for its employees in the event of a possible accident.
13.乙方应自费负责其员工的医疗福利，包括在现场提供合格的医务人员和医疗设备。乙方应负责确保其员工定期进行身体检查，并在必要时安排医疗后送、护理、治疗或住院，包括为员工购买可能发生的事故时的保险。

14.According to the policy statement regarding Party A's health, safety, and environment, Party B shall pay attention to environmental issues, such as air, water, soil, plants, animals, etc. In order to avoid the negative impact resulting from execution behavior, Party B shall bear its own cost to reduce the impact on the environment to a minimum level. Party B should follow the existing laws and regulations regarding emissions associated with execution in Serbia.
14.根据有关甲方健康、安全和环境的政策声明，乙方应注意空气、水、土壤、植物、动物等环境问题。为避免因执行行为造成的负面影响，乙方应自行承担费用，以将对环境的影响降至最低。乙方应遵守塞尔维亚现行有关执行排放的法律法规。

15.If Party A considers that the equipment, personnel or engineering conditions are unsafe or do not conform to Party A's requirements, Party A's representative shall have the right to prohibit the commencement of the project or suspend the execution of part of the project.
15.甲方认为设备、人员或工程条件不安全或不符合甲方要求的，甲方代表有权禁止工程开工或暂停部分工程的实施。

16.Party B's serious or repeated breach of the health, safety, and environment provisions of this Contract, or Party B's refusal or failure to remedy any harmful work operation or to improve or replace equipment as required within a continuous period of ten (10) days, shall constitute a material breach. In this case, Party A has the right to suspend the works or terminate this subcontract.
16.乙方严重或屡次违反本合同的健康、安全和环境条款，或乙方拒绝或未能在连续十（10）天内按要求对任何有害工作操作进行补救或改进或更换设备，应构成重大违约。在这种情况下，甲方有权暂停工程或终止本分包合同。

17.According to Party A's policy, party B's employees shall hold pass permission signed and approved by Party A when working at Party A's premises and site.
17.根据甲方的规定，乙方员工在甲方场所和现场工作必须持有甲方签署批准的许可。

16.No one other than Party A and Party B's employees shall be present on the site without party A's approval.
16.未经甲方同意，除甲方和乙方员工外，不得出现在现场。

17.If a safety accident occurs due to a breach of agreement by the Contractor or Subcontractor, their liabilities shall be pursued in accordance with the law.
17.因承包人或分包人违反约定而发生安全事故的，依法追究其责任。

20.The Agreement is prepared in six copies, four for the Contractor, and two for the Subcontractor.
20.本协议一式四份，承包商 2 份，分包商 2 份。

21.The Agreement will take effect upon signature and stamp by the legal representatives or authorized representatives of the Party A and Party B, and will be terminated after the completion of overall project.
21.本协议经甲方和乙方的法定代表人或授权代表签字盖章后生效，本协议在整个工程完成后终止。

Party A：SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Signature:

Name：Wang Yong

Date：

Party B：GRAĐEVINSKO PREDUZEĆE GRADITELJ NS DOO NOVI SAD

Signature:

Name: Ljupko Kalaba

Date：